



STATE OF MISSISSIPPI
Phil Bryant, Governor
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
Dr. David A. Chandler, Commissioner

Ms. Catoria Martin, Director
Personal Service Contract Review Board (PSCRB)
Mississippi State Personnel Board
210 East Capitol Street, Suite 800
Jackson, MS 39201

Dear Ms. Martin:

This letter is to provide PSCRB the information as outlined in PSCRB Rules and Regulations Effective 7.1.16, Section 7-119 DHS or DCPS Personal Service Contracts.

CONTRACTOR: UNIVERSITY OF SOUTHERN MISSISSIPPI

CONTRACT TERM: JULY 1, 2017-JUNE 30, 2018

RENEWAL: N/A

METHOD OF PROCUREMENT: SECTION 3-102.04, PROCURING SERVICES OFFERED BY GOVERNMENTAL AGENCIES NOT UNDER THE PURVIEW OF THE PSCRB.

TOTAL COST OF CONTRACT: \$114,160.20

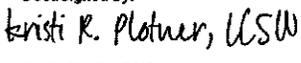
PURPOSE OF CONTRACT: TO PROVIDE MASTER OF SOCIAL WORK COHORT PROGRAM FOR CHILD WELFARE PROFESSIONALS EMPLOYED BY MDCPS FOR COHORTS 12 & 13.

STATEMENT OF USEFULNESS FOR ESTABLISHING AND OPERATING DCPS:
N/A

COPY OF PROPOSED CONTRACTUAL AGREEMENT: ATTACHED

If there are any questions, please contact me at (601) 359-4495.

Sincerely,

DocuSigned by:

584B8E9DE19E48D...
David A. Chandler

DAC:BL:lw

Attachment

P. O. Box 346 · 660 North Street · Jackson, Mississippi 39205
Phone (601) 359-4368 · Email: mdcps.co@mdcps.ms.gov
www.mdcps.ms.gov



STATE OF MISSISSIPPI
Phil Bryant, Governor
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
Dr. David A. Chandler, Commissioner

Ms. Catoria Martin, Director
Personal Service Contract Review Board (PSCRB)
Mississippi State Personnel Board
210 East Capitol Street, Suite 800
Jackson, MS 39201

Dear Ms. Martin:

The Mississippi Department of Child Protection Services (MDCPS) is in the process of contracting with the University of Southern Mississippi, School of Social Work (USM) to provide instruction, field education and administrative support for a nontraditional Master of Social Work (MSW) cohort program for child welfare professionals employed by MDCPS.

Based on the regulation found at 3-102.04, *Procuring Services Offered by Governmental Entities Not Under Purview of the PSCRB*, MDCPS did not issue a procurement because the agency's requirements could be filled by another governmental entity.

As a program accredited by the Council on Social Work Education in a university accredited by the Southern Association of Colleges and Schools, MDCPS deems the services offered by USM meets the agency's requirements for this education partnership program.

The calculation for cost was determined through establishing a per credit hour cost. The calculated cost per credit hour is comparable to cost in prior year contracts that were competitively procured through a Request for Proposals. MDCPS deems the contract cost represents a fair market value for such services.

Should you require any further questions or concerns, please contact Brian Lewis at (601)359-4495.

Sincerely,
DocuSigned by:

Handwritten signature of Kristi R. Plotner, LCSW.

Dr. David A. Chandler

DAC:BL:lw

**STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
CONTRACT FOR MASTER OF SOCIAL WORKER EDUCATIONA PARTNERSHIP SERVICES**

1. **Parties.** The parties to this contract are the Mississippi Department of Child Protection Services (hereinafter “MDCPS”) and University of Southern MS (hereinafter “Independent Contractor”).
2. **Purpose.** The purpose of this contract is for the MDCPS to engage Independent Contractor and Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, “Scope of Services.”
3. **Scope of Services.** Independent Contractor will perform and complete in a timely and satisfactory manner the services described in the “Scope of Services” attached hereto as Exhibit A, and the “*2nd Modified Mississippi Settlement Agreement and Reform Plan,*” attached hereto as Exhibit B, and incorporated herein by reference.
4. **Consideration.** As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed One Hundred Fourteen Thousand One Hundred Sixty Dollars and Twenty Cents (\$114,160.20) in accordance with the Budget attached hereto as Exhibit C. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of One Hundred Fourteen Thousand One Hundred Sixty Dollars and Twenty Cents (\$114,160.20).
5. **Period of Performance.** This contract will become effective for the period beginning July 1, 2017 and ending on June 30, 2018, upon the approval and signature of both parties hereto.
6. **Renewal of Contract:** The contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor at least ninety days prior to each contract anniversary date for a period of four successive one-year periods under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed four, or extend past June 30, 2022. However, if MDCPS does not intend to renew the contract, University of Southern MS shall be notified at least ninety (90) days prior to the contract anniversary date.
7. **Method of Payment.** Independent Contractor agrees to accept payments referenced in Paragraph 4, “Consideration”, to be paid as billed by Independent Contractor, upon review and approval by MDCPS. Independent Contractor agrees to submit invoices to MDCPS that contain a detailed account of each billing. **The final invoice is to be submitted no later than fifteen (15) days after the contract end date.** Independent Contractor is classified as an independent contractor and not a contractual employee of MDCPS. As such, any compensation due and payable to Independent Contractor will be paid as gross amounts. Independent Contractor invoices shall be submitted to MDCPS at contract.invoices@mdcps.ms.gov.
8. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Independent Contractor shall comply with applicable federal, state, and local laws and regulations.
9. **Availability of Funds.** It is expressly understood and agreed that the obligation of the MDCPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature

and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDCPS, MDCPS shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

10. Representation Regarding Contingent Fees. Independent Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.
11. Representation Regarding Gratuities. The Independent Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.
12. Compliance with Laws. Independent Contractor understands that MDCPS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Independent Contractor agrees during the term of the agreement that Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
13. Insurance. Independent Contractor is an agency of the State of Mississippi under the management and control of the Board of Trustees of the State Institutions of Higher Learning (IHL). As authorized by law, IHL maintains a program of self-insurance for purposes of workers' compensation and general liability, pursuant to the Mississippi Tort Claims Act as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. Accordingly, any liability of Independent Contractor for any damages, losses, or costs arising out of or related to acts performed by Independent Contractor or its employees under this Contract is governed by the Tort Claims Act.
14. Responsibility For Claims. Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney's fees, arising out of this Agreement and caused by the party's own, principals, agents, employees, contractors or subcontractors while performing under this Agreement. Further, the parties assume no liability for the actions or omissions of each other's agents, representatives, employees, contractors, subcontractors, or providers.
15. Stop Work Order.
 - a. *Order to Stop Work:* MDCPS, may, by written order to Independent Contractor at any time, and without notice to any surety, require Independent Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Independent Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage.

Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDCPS shall either:

- i. cancel the stop work order; or,
- ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- i. the stop work order results in an increase in the time required for, or in Independent Contractor's cost properly allocable to, the performance of any part of this contract; and,
- ii. Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if MDCPS decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

16. Termination for Convenience.

a. *Termination.* The Commissioner or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Commissioner or designee shall give written notice of the termination to Independent Contractor specifying the part of the contract terminated and when termination becomes effective.

b. *Independent Contractor's Obligations.* Independent Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Independent Contractor will stop work to the extent specified. Independent Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Independent Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Commissioner or designee may direct Independent Contractor to assign Independent Contractor's right, title, and interest under terminated orders or subcontracts to the State. Independent Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17. Termination for Default.

a. *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Independent Contractor's right to proceed

with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.
 - c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Independent Contractor such sums as the Commissioner or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
 - d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-priced contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
 - e. *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
18. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDCPS upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor

of an assignment for the benefit of its creditors. In the event of such termination, Independent Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

19. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications shall not be initiated by the Independent Contractor within the last 90 days of the contract period, without prior approval from the Commissioner's Office.
20. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
21. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
22. E-Payment. Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDCPS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the MDCPS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.
23. E-Verify If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the

following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(2) the loss of any license, permit, certification or other document granted to Contractor by an MDCPS, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both.

In the event of such cancellations/termination, Independent Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

24. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent MDCPS contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
25. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Independent Contractor's choice. The State may, at its sole discretion, require Independent Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
26. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.
27. Trade Secrets, Commercial and Financial. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
28. Requirements Contract. During the period of the contract, Independent Contractor shall provide all the service described in the contract. Independent Contractor understands and agrees that this is a requirements contract and that MDCPS shall have no obligation to Independent Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MDCPS for the period of the contract. The amount is only an estimate and Independent Contractor understands and agrees that MDCPS is under no obligation to Independent Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Independent

Contractor further understands and agrees that MDCPS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE

By:

Marcia Landen, Associate Vice President
for Research
University of Southern Mississippi

DATE

By:

Dr. David A. Chandler, Commissioner
Mississippi Department of Child Protection
Services

EXHIBIT A

SCOPE OF SERVICES

**The University of Southern Mississippi
&
Mississippi Department Child Protection Services (formerly DHS)**

**Master of Social Work Educational Partnership
July 1, 2017 – June 30, 2018
Cohorts #12 & 13
Graduation – Spring 2020**

Scope of Services

As a program accredited by the Council on Social Work Education in a university accredited by the Southern Association of Colleges and Schools (SACS), The University of Southern Mississippi School of Social Work will provide instruction, field education and administrative support for a nontraditional Master of Social Work (MSW) cohort program for child welfare professionals employed by the Mississippi Department of Child Protection Services (CPS). This CPS Education Partnership Program will include: processing all applications and notifying all applicants of acceptance or other status; providing needed courses every semester that correspond with students' curriculum plans; placing students in appropriate field placements; ensuring course instructors are qualified, and, providing CPS students every opportunity afforded all students in our programs. CPS applicants in supervisory positions who meet minimum requirements will be given priority admission to the extent possible within parameters of admissions criteria. The benefits that will be afforded CPS students under the provisions of this proposal include support and encouragement for child welfare careers, class schedules that, to the extent possible, accommodate CPS work schedules, and in-agency field placements within the parameters of quality educational practices and accreditation requirements. To enhance the CPS students' final field placement, the program will employ Advanced Field Specialists (AFS) who will provide clinical supervision for students in their second year of field. The AFS travel to the student's "primary work" county to conduct supervision of practice sessions. The sessions will focus on integration of theory and best practice, use of reflection, student self-awareness and self-understanding, and professional judgment.

The School of Social Work will implement a plan of communication to provide on-going support, management, and swift problem resolution. The director of the School of Social Work, Dr. Tim Rehner, will designate persons to whom CPS calls should be directed in his absence. The School's communication plan assumes timely responsiveness from CPS personnel.

Evaluation

Data collected throughout the project period will be utilized for formative evaluation of the CPS Education Partnership Program. The School of Social Work has established the following goals for the 2017/2018 MSW Educational Partnership with CPS:

Goal 1: The School of Social Work will provide 100% of all requisite classroom and field educational experiences for student cohorts #12 & 13 employed by CPS.

Goal 2: The School of Social Work will provide documentation that 90% of students employed by CPS in cohort #12 & 13 will make steady progress toward earning their MSW degree.

Goal 3: The School of Social Work will provide training to 95% of field instructors in preparation for CPS cohorts #12 & 13 students' field internships.

Goal 4: The School of Social Work will provide classroom and field education experiences and encourage CPS cohorts #12 & 13 students to sit for the licensure exam before they graduate.

Goal 1: The School of Social Work will provide 100% of all requisite classroom and field education experience for student cohorts #12 & 13 employed by CPS.

During the project period, the faculty and staff within the School of Social Work will conduct activities to process applications, enroll, and subsequently provide necessary and appropriate classroom and field education to all MSW students. The Director of the School of Social Work, Dr. Rehner, along with MSW faculty, will work to create course rotation schedules that, to the greatest extent possible, accommodate the needs of students and the work schedules of the Agency. Advanced Field Specialists (AFS) will be employed by the School of Social Work to provide clinical supervision during students' second year practicums.

Goal 2: The School of Social Work will provide documentation that 90% of students employed by CPS in cohort #12 & 13 will make steady progress toward earning their MSW degree.

The School of Social Work recognizes the unique adjustments faced by child welfare professionals attempting to earn the MSW degree and is committed to the academic success of these students. The cohort curriculum and program specifically developed for and delivered to these CPS students has been designed to support their professional development while optimizing opportunities for steady academic progress and, ultimately, degree completion.

Goal 3: The School of Social Work will provide training to 95% of field instructors in preparation for CPS cohorts #12 & 13 students' field internships.

It is the intent of the School of Social Work to provide necessary and appropriate classroom and field education to all MSW students. As such, the School of Social Work will develop internship placements, with full Agency cooperation, for students that will expand their field options by providing internships within the agency that differ from and don't overlap with their primary employment responsibilities of any particular student with the Agency. When overlap or blurring of student and employee roles are noted, designees from CPS and the School of Social Work will work to clearly differentiate student roles so as not to compromise student learning. To provide the most effective internships possible, the School of Social Work will provide training and preparation for field instructors who will serve as supervisors to the CPS MSW students in their field placements.

Goal 4: The School of Social Work will provide classroom and field educational experiences and encourage CPS cohort #12 & 13 students to sit for the licensure exam before they graduate.

The School of Social Work's MSW cohort curriculum aims to produce graduates with the competencies required to not only pass the MSW licensure examination, but to practice

competently as informed child welfare social workers. Students will be encouraged to take advantage of licensure training.

Objectives and Key Activities

Goal 1: The School of Social Work will provide 100% of all requisite classroom and field education experience for CPS cohorts #12 & 13 students employed by CPS.

Activity	Staff/Parties Responsible	Outputs	Timeline	Evaluation Measure
Make admission decisions regarding prospective MSW students	Admissions committee	Accept qualified candidates into the MSW program with approximately 65% of each cohort being CPS employees	Fall 2017	Documentation of number and total of all students accepted into the MSW program provided to CPS
Create a curriculum plan that accommodates schedules of CPS students	Director, MSW Coordinator	Necessary courses and faculty within the curriculum plan are available for each cohort of CPS students	Fall, 2017;	Availability of MSW cohort course schedule (see Exhibits A)
Provide a listing of all students enrolled in part-time cohorts provided students have not "opted out" within their FERPA rights.	MSW Coordinator	Listing identifies names of students only. They are not broken out by cohort or class meeting date.	Fall 2017	Submit list of students employed by CPS 2-3 weeks into the new academic year.

Goal 2: The School of Social Work will provide documentation that 90% of MSW students in cohort #12 & 13 employed by CPS will make steady progress toward earning their MSW degree.

Activity	Staff/Parties Responsible	Outputs	Timeline	Evaluation Measure
Create summary report of student enrollment at end of each academic year	Director; MSW Coordinator	Progress towards degree completion is known for CPS students.	Spring 2018;	Documentation of the number and percent of students that remain on track with their respective graduation plan.

Goal 3: The School of Social Work will provide training to 95% of field instructors in preparation for CPS cohorts #12 & 13 students' field internships.

Activity	Staff/Parties Responsible	Outputs	Timeline	Evaluation Measure
Provide training and preparation for field instructors	Field Coordinator	Field instructors are able to provide effective field practice opportunities for CPS students	Fall 2017	Documentation of number and percent of field instructors that received training to prepare for CPS students' field practicums.

Goal 4: The School of Social Work will provide classroom and field educational experiences that increase the likelihood of an 80% or higher licensure exam passage rate among cohorts #12 & 13 graduating CPS students.

Activity	Staff/Parties Responsible	Outputs	Timeline	Evaluation Measure
Encourage all CPS students to sit for the licensure exam in their final semester.	Director; Field Coordinator		Spring 2018	Document number of CPS students that passed the licensure exam through self-report to the SWK alumni office.
Provide 2 licensure	Director; Professional	Send notifications to CPS Bureau	Fall 2017, Spring 2018	Report number of attendees to the

preparation seminars (1 fall, 1 spring)	development committee	Director of Professional Development		licensure training from CPS
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The University will provide 2 BSW licensure prep workshops for the CPS staff. These workshops will cater to CPS employees and will be scheduled on Saturdays. A workshop will be provided each fall and spring. USM will notify CPS' Training Coordinator at least one month in advance of the training of the dates, times and locations for the workshops. Workshops will not be scheduled on holiday weekends. The maximum number of CPS attendees in these workshops is 30 in order to maximize the training and the learning and the seating capacity of the training room.

Funding provided through the 2017-2018 MSW Educational Partnership with CPS will be directly related to the development and implementation of learning activities associated with the graduate educational enterprise. The funds will be used specifically for providing oversight of partnership activities, creating new courses and sections, securing competent faculty, and expanding the field options/opportunities for students. These cohorts, courses, and learning experiences would not be possible without the external support of the CPS. Without the support from CPS, the School of Social Work would not have the resources to sustain these efforts.

This partnership agreement is necessary in order for the School of Social Work to offer these part-time sections to students employed by CPS. The tuition paid to the University by students employed by CPS does not return to the School of Social Work. The regular University budget for the School of Social Work could not support the addition of 104 credit hours of instruction made available to CPS employees. Thus the instructional costs to hire adjuncts, advanced field specialist, recruit CPS MSW applicants, provide administrative oversight, and pay for regular faculty overloads would not be possible without the CPS MSW partnership. This contract enables the School to pay for the adjuncts and regular faculties overload teaching, and the support needed to bring students employed by CPS to graduation. Simply put, the part time curriculum would not be possible for students employed by CPS without this educational partnership.

There are 2 student cohorts (#12 & 13) enrolled during this contract period. These cohorts are scheduled to graduate in May 2020.

Admit semester	Cohort #	Campus	Expected Grad Date	Total PT students in cohort	CPS students in cohort
Fall 2017	#12	Long Beach	May 2020	~20	9
Fall 2017	#13	Hattiesburg	May 2020	~20	11

The anticipated enrollment of CPS employees for these 2 cohorts is 20 students during the 2017/2018 academic year. Those 20 students employed by CPS are being admitted during April and May of 2017 and will represent approximately 50% of all the part time graduate students in the program.

The entire MSW curriculum at the Southern Miss School of Social Work is face to face. The focus of the curriculum is relational practice. The faculty have consistently affirmed their intention to offer F2F courses because students increasingly need to develop skills for real time relational interactions with people. The faculty are committed to preparing students for "live performances" with real people which is what students will face when they are practicing in the Agency. In fact, teaching the relational skills is more important than ever as students begin social work education with greater deficits relationally because of their heavy reliance on text messages and social media! It is probably more important than ever that CPS employees get more time in F2F courses. While F2F is optimal some courses are offered in a hybrid format. Generally that means that 20%-25% of the required contact minutes per credit hour are delivered through an electronic medium. This hybrid format has been well received by students and faculty alike. It has been the experience of the faculty that our CPS students, mostly non-traditional students at that, do better and master content more thoroughly when they are in the classroom and engaged personally in the process as opposed to relating to a computer screen. The faculty understand that on-line courses are popular in the larger culture but they also feel strongly that decisions about pedagogy should be made based on what is likely to produce the best learning outcomes and what is likely to best prepare CPS workers for the challenging cases they will face in community. It is likely that the faculty will continue to use and expand their reliance on hybrid course. Furthermore, the School's administrative team will continue to explore the options related to on-line educational opportunities for students.

Reporting Measures

The evaluation plan proposed by the School of Social Work incorporates the outcome measures defined by the CPS in the request for proposals to which we are responding.

Each outcome measure has been included as follows:

1. Provide the percent and number of total students accepted into the MSW program to show the percentage of CPS students accepted in contrast to the total number of students accepted into the MSW program.
2. Availability of MSW cohort course schedule (see Exhibits A)
3. A summary report of AFS (Fall and Spring) and corresponding 2nd year students.
4. Submit list of students employed by CPS 2-3 weeks into the new academic year.
5. Document the number and percent of students that remain on track with their respective graduation plan.
6. Provide the number and percent of Field Instructors trained in preparation for CPS students' field practice.
7. Document number of CPS students that passed the licensure exam through self-report to the SWK alumni office.
8. Report number of attendees to the licensure trainings from CPS

As an assurance to CPS, the administrative personnel from the School of Social Work will be accessible to CPS administrators as needed for purposes of problem resolution. One written report addressing general student progress and progress related to outcomes will be provided within 30 days of contract completion (End of July/ Early August).

Budgets

The contract with the CPS is a fixed cost agreement. The instruction and courses to be taught will be provided for each cohort as scheduled within their respective curriculum plans.

The calculation for cost was determined through establishing a per credit hour cost. That cost was calculated to be \$2,718.10 per credit hour times 42 hours of instruction. The original master agreement for the MSW CPS USM educational partnership was calculated on the inclusion of 4 cohorts for a total of 85 credit hours. This current, updated proposal is comprised of 2 cohorts and 42 hours of credit.

The calculated cost per instructional credit hour was \$2,405. Additionally, 2.8% or \$66/credit hour costs was added for travel, commodities. Finally a 10% or \$247.10/credit hour cost was added for the university's accepted F&A rate for state agencies. That makes the total per credit hour \$2718.10. The total contract for cohorts #12 & 13 for 42 hours of credit for the 2017/18 contract year is \$114,160.20.

Monthly financial reports will be sent to CPS through the USM Office of Contract and Grant Administration. The annual contract will be billed to CPS in 12 monthly invoices. Each invoice will charge the Agency \$9,513.35 per month.

The following documents reflect:

- 1) Appendix A: The 2 cohorts in which students employed by CPS are matriculated and the courses that will be provided during this contract year.
- 2) Appendix B: The bulletin description for all MSW courses.

Appendix B:
MSW COURSES AND COURSE DESCRIPTIONS (2017)

511	Spirituality in Social Work Practice (elective)	3 hrs. This course addresses issues of spirituality and religion in the practice of generalist social work.
521	Social Work: Complicated Mourning and Grief (elective)	3 hrs. Explores the dynamics of complicated mourning. Concepts include theoretical framework, as well as special situations. Assessment and intervention skills are highlighted.
600	Human Rights & Social Justice in a Diverse Society	3 hrs. Comparative cross-cultural theories and concepts related to ethnic-minority groups and alternative life styles.
603	Professional Social Work Development I	1 hr. Introduction to social work, with an emphasis on professional development, the concepts, critical thinking and various forms of literacy will be explored.
604	Professional Social Work Development II	1 hr. Co-requisite: SWK 659 or SWK 626. In-depth orientation and preparation to field education.
606	Global Perspective in Human Rights (elective)	3 hrs. Examines the effects of social welfare policy, discrimination, and economic injustice and explores opportunities for advocacy and outgroup empowerment.
607	Systems and the Human Life Courses	3 hrs. Introduction to physiological, cognitive, intellectual, and emotional development of individuals; analysis of theoretical explanations of personality.
611	Problem Solving with Individuals	3 hrs. Systemic and problem-solving approaches to social work practice with individuals, families, organizations, communities, and groups; integrative framework for knowledge, values and skills.
613	Problem Solving with Groups	3 hrs. This practice course teaches problem solving interventions to social work practice with groups. Theories used are: systems, problem solving and use of eco-systems and others.
614	Social Work Integrative Seminar I	2 hrs. This course provides opportunities to further develop, integrate, reinforce and demonstrate competence in practice behaviors necessary for professional social work practice.

615	Social Work Integrative Seminar II	2 hrs. Co-requisite: SWK 659 or SWK 626. Integration of critical thinking, scientific reasoning, and research to guide professional decision making with best possible evidence.
616	Social Work Integrative Seminar III	2 hrs. Prerequisite: Completion of foundation year. Co-requisites: SWK 641 or SWK 661. Provides opportunity to develop, integrate, and demonstrate competence for professional practice.
618	Social Welfare Policy and Context	3 hrs. Social welfare policy course that introduces students to the concepts of social welfare policy, theory, social context and the interplay between social work practice and policy.
619	Evidence Based Practice in Social Work	3 hrs. Overview of the research processes and theories in social work using empirically evaluated evidenced based practice interventions with social work client systems.
625	Trauma, Resiliency, & Clinical Social Work Practice	3 hrs. Provides a comprehensive understanding of trauma within a clinical social work perspective. Particular attention is given to cognitive, emotional, and somatic effects of trauma and its treatment.
626	Social Work Part-Time Field Education I	1 hr. Co-requisites: SWK 604 and SWK 615. Application of knowledge and skills developed in previous and current practicum experience.
627	Social Work Part-Time Field Education II	1 hr. Prerequisite: SWK 626. This course advances the student's knowledge and skills to a group client system, enhancing competent, professional social work practice.
629	Problem Solving with Families	3 hrs. Practice course that teaches problem solving approaches to work with families, utilizing a systems-based lens to engage, assess, intervene and evaluate social work practice.
633	Social Work Leadership Theory and Practice	2 hrs. Prerequisite: Completion of foundation year. This course prepares the student for leadership positions in projects, organizations, and communities.
637	Administrative Research and Entrepreneurship	3 hrs. Prerequisite: Completion of foundation year. This course prepares students for using evidence-based data for both the development and evaluation of social programs.

641	Social Work Part-Time Field Education III	2 hrs. Co-requisite: SWK 616. The first PT practicum is designed to integrate and enhance values, knowledge, and skills at the foundation level with micro, mezzo, and macro experiences.
642	Social Work Part-Time Field Education IV	2 hrs. Prerequisite: SWK 641. Co-requisite: SWK 647. The second PT practicum builds on the integration and enhancement of values, knowledge, and skills developed in SWK 641.
643	Advanced Social Work Practice I	3hrs. Prerequisite: Completion of foundation year of MSW. This course focuses on advanced social work practice skills with selected mental health disorders.
644	Advanced Social Work Practice II	3 hrs. Prerequisite: Completion of foundation year.. This course focuses on advanced social work practice skills with selected client groups.
645	Management, Supervision, and Leadership in Social Work	3 hrs. Prerequisite: Completion of foundation year. Advanced SWK course reviews issues, topics and theory found in management of social service agencies.
646	Program and Community Development	3 hrs. Prerequisite: Completion of the foundation year. Development of competencies in responding to needs of organizations and communities.
647	Social Work Integrative Seminar IV	2 hrs. Prerequisite: Completion of foundation year. Corequisites: SWK 642 or SWK 662. Develop additional skills and practice competencies associated with advanced level social work practice.
651	Time Limited Intervention	3 hrs. Techniques of task-centered intervention and crisis intervention in social work practice.
652	Seminar in Critical Issues of the Aged (elective)	3 hrs. Interdisciplinary review and analysis of the literature and research on issues of aging; including health care policy, family, recreation, nutrition, social issues, and death and bereavement.
655	Social Work Practice in Child Welfare (elective)	3 hrs. Multidimensional intervention with children and adolescents who have experienced neglect and abusive conditions.
657	Advanced Social Work Practice and Addictions	2 hrs. Prerequisite: Completion of the foundation year. Theories, intervention skills, and policy issues related to addictions in the social service delivery system.

659	Social Work Full Time Field Education I	2 hrs. Corequisites: SWK 604 and SWK 615. The first FT Field Education course is designed for full-time students to apply knowledge and skills in a practicum experience.
661	Social Work Full-Time Field Education II	2 hrs. Prerequisite: SWK 659. Corequisite: SWK 616. The second practicum for the full-time students provides opportunities to integrate advanced knowledge and skills in SWK agencies.
662	Social Work Full-Time Field Education III	2 hrs. Prerequisite: SWK 661. Corequisite: SWK 647. The second semester of the second practicum for full-time students integrates advanced knowledge and skills at the SWK 661 agency.
663	Consultation and Supervision	3 hrs. Prerequisite: Completion of foundation year. Concepts and skills in consultation and supervision with application to multiple systems but emphasizing agency settings.
667	Advanced Social Work Practice with Adults	3 hrs. Prerequisite: Completion of foundation year. Services to formulate multidimensional assessments and intervention plans for adult issues and disorders.
669	Social Work Practice and Diverse Sexuality (elective)	3 hrs. This course is an evidence-based social work practice human sexuality course, examining the bio-psycho-social influences on sexual identity and sexual behavior.
675	Social Work Practice with Persons in Middle and Late Life (elective)	3 hrs. Psychosocial variables at critical life transition points and intervention skills with individuals, families, groups, communities, and organizations.
676	Social Work Practice in Health Systems (elective)	3 hrs. Assess and modify conditions which affect one's physical and mental health through intervention skills with individuals, families, groups, communities and organizations.
677	Advanced Practice with Children and Adolescents	3 hrs. Prerequisite: Completion of foundation year. Practice concepts, theories and skills for work with specific social adjustment problems utilizing a systems framework.
685	Grant Writing in Social Work (elective)	3 hrs. Principles of grant proposal development, opportunities to review and critique grant proposals, and submissions of a fund-able grant proposal in a human service field.

686	Social Work Practice in Schools (elective)	3 hrs. Challenges and opportunities of social work practice in education, and roles and functions of social workers within a complex system of home/school/community are examined.
687	Social Work Practice and Family Violence (elective)	3 hrs. This course addresses the dynamics of family violence, examines a range of strategies for social work intervention, and examines the social and legal responses to violence.
689	Forensic Social Work	3 hrs. Provides an overview of the interplay between social work professionals and the court systems. It builds on this history of forensic social work practice and its theoretical base.
692	Special Problems	1-6 hrs. Study of a problem in order to develop knowledge in an area of student interest. Approved study plan, paper and/or project required.
695	Human Rights and Social Justice in Jamaica or Cuba (elective)	3 hrs. Social development and social welfare efforts to address social problems in Jamaica along with agency visits and service learning opportunities.

EXHIBIT B

2nd Modified Mississippi Settlement Agreement And Reform Plan

**(See Mississippi Department of Child Protection Services Website)
<https://www.mdcpms.gov/olivia-y-lawsuit/>**

EXHIBIT C

BUDGET

PI Name: Tim Rehner		COHORTS 12 & 13	
Agency: MS Department of Human Services		Agency	USM
POP: 07/01/2017-06/30/2018			
All Calculations are Multiplied by 104 Credit Hours			
SALARIES			
42 hours at \$1,778 per hour	\$74,676.00		Labor is \$2,405 based on a \$45,000 9 month salary & fringe rate of 35.30%
Sub	\$74,676.00		Fringes = \$1,778 x 35.30% = \$627
			Salary = \$1778 x 42 credit hours = \$74,676
FRINGE			Fringe = \$627 x 42 credit hours = \$26,334
42 hours at \$627 per hour	\$26,334.00		Travel = \$33 x 42 credit hours = \$1,386
			Commodities = \$33 x 22 credit hours = \$1,386
	\$ 26,334.00		
TOTAL PERSONNEL	\$101,010.00		Total Direct Cost = \$103,782
			Indirect Cost = \$10,378
			Total Cohort 12 & 13 Cost (sponsor) = \$114,160.20
TRAVEL			
42 hours at \$33 per hour	\$1,386.00		
COMMODITION/SUPPLIES			
42 hours at \$33 per hour	\$1,386.00		
COMMUNICATIONS			NOTES
EQUIPMENT			Total Credit Hours = 42
PARTICIPANT COSTS			Total amount per credit hour = \$2,471
PROFESSIONAL FEES			Total direct cost = \$103,782
SUBCONTRACTS			
CONTRACTUAL SERVICES			Labor = \$2,405
TUITION			Travel = \$33
			Commodities = \$33
			Total Cost per credit hour = \$2,471
TOTAL DIRECT COSTS	\$103,782.00		
			Salary Average = \$45,000
F&A (indirect)10%/46% MTDC	\$10,378.20		Fringe rate = 35.30%
TOTAL PROJECT COST	\$114,160.20		TOTAL: \$114,160.20

E-VERIFY

Company ID Number: 128739

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and The University of Mississippi, Department of Human Resources (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (29 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

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eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSCEI), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

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C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B) can be presented during the Form I-9 process to establish identity).
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

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action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

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employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-253-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PDNS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (b) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

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Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using B-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

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7. The Employer understands that if it cannot determine whether there is a photo-match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability whatsoever, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

Company ID Number: 128739

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer: The University of Mississippi - Department of Human Resources

Regina Johnson

Name (Please type or print)

Title

Electronically Signed

06/18/2008

Signature

Date

Department of Homeland Security — Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

06/18/2008

Signature

Date

Company ID Number: 128739

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: The University of Mississippi - Department of Human Resources

Company Facility Address: Paul B. Johnson Commons, East
University, MS 38677

Company Alternate Address: _____

County or Parish: LAFAYETTE

Employer Identification Number: 646901162

North American Industry Classification System Code: 611

Parent Company: The University of Mississippi - Department of Human Resources

Number of Employees: 2,598 to 4,999 Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

• MISSISSIPPI 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Regina B Johnson Fax Number: (662) 915 - 5836
Telephone Number: (662) 915 - 5235
E-mail Address: rjohnson@olemiss.edu

W-9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The University of Southern Mississippi

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= partnership) ▶
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Other (see instructions) ▶ **Higher Education**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 6):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Apply to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.)
118 College Drive, Box 5157

6 City, state, and ZIP code
Hattiesburg, MS 39406

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 8. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 9.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								
6	4			8	0	0	0	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 8.

Sign Here: *[Signature]* Date: *5/17/17*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments: Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (from mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign persons' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CERTIFICATE OF COVERAGE

Issued to:

The University of Southern Mississippi

The State Institutions of Higher Learning, as a participant of the Mississippi Tort Claims Fund as set forth in Chapter 46, Title II, Mississippi Code 1972, as amended, certifies coverage of the above-named institution under its self-insured IHL Tort Claims Plan. The IHL Tort Claims Plan provides protection for tort claims against the named institution as well as its employees subject to terms and limitations established by law. This Certificate shall continue in full force and effect until such time as it may be canceled or rescinded.

Issued this the 1st day of July, 2013.

State Institutions of Higher Learning
IHL Tort Claims Plan



David S. Buford, Administrator



O. Deductible

Western Surety Company

(A Stock Company, herein called Surety)

PUBLIC EMPLOYEES BLANKET BOND
Including: Public School System

Bond No. 69049677

RECEIVED
OCT 18 2006
INTERNAL AUDITING

DECLARATIONS

Item 1. Name of Oblige: The University of Southern Mississippi

Item 2. Name of Insured: The University of Southern Mississippi

Item 3. Bond Period: From the beginning of the 4th day of September, 2006, to 12 o'clock night on the effective date of the cancellation or termination of this bond as an entirety.

Item 4. Table of Limits of Liability

Insuring Agreement 1 Honesty Blanket Bond Coverage	\$ _____
Insuring Agreement 2 Honesty Blanket Position Bond Coverage	\$ _____
Insuring Agreement 3 Faithful Performance Blanket Bond Coverage	\$ _____
Insuring Agreement 4 Faithful Performance Blanket Position Bond Coverage	\$ <u>100,000.00</u>

Item 5. The liability of the Surety is subject to the terms of the following riders attached hereto:

Item 6. The Oblige and the Insured by the acceptance of this Bond give notice to Surety terminating or canceling prior Bond(s) No. (s)

such termination or cancellation to be effective as of the time this bond becomes effective.

The Surety, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreement, Conditions and Limitations and other terms of this Bond, agrees, in accordance with each of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of indemnity in the Table of Limits of Liability, to indemnify the Oblige for the use and benefit of the insured.

INSURING AGREEMENTS

Honesty Blanket Bond Coverage

Loss caused to the Insured through any fraud and dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, to account properly for all moneys and property received in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement.

Honesty Blanket Position Bond Coverage

Loss caused to the Insured through any fraud and dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, to account properly for all moneys and property received in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement.

Faithful Performance Blanket Bond Coverage

Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all moneys and property received in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement.

Faithful Performance Blanket Position Bond Coverage

Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all moneys and property received in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement.

GENERAL AGREEMENT

Loss Under Prior Bond

If the coverage of an Insuring Agreement of this Bond is substituted for any prior bond covered by the Insured or by any predecessor in interest of the Insured which prior bond is terminated, canceled or allowed to expire as of the time of such substitution, the Surety agrees that such Insuring Agreement applies to the amount for which the Insured or the predecessor or the predecessor's predecessor is liable for loss which is allowed after the expiration of the Bond Period and prior to the expiration of three years from the cancellation of the Bond agreement, and that such loss would have been recoverable by the Insured or such predecessor under such prior bond except for the fact that the Insuring Agreement which is being substituted hereunder had expired, and provided further:

1. The amount of loss which is being substituted hereunder shall be a part of and not in addition to the amount of coverage provided by the Insuring Agreement which is being substituted hereunder.
2. Such loss would have been recoverable under such prior bond if such Insuring Agreement had such Insuring Agreement with its agreement, conditions and limitations in force when the acts or defaults causing such loss were committed, and
3. Recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such prior bond in the amount for which it is a substitute of the loss of such substitution, had such Insuring Agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the liability of such loss if the latter amount is greater.